

A G R E E M E N T

b e t w e e n

TOWNSHIP OF IRVINGTON

and

IRVINGTON FIREFIGHTERS,  
Local 305 affiliated with the I.A.F.F. A.F.L-C.I.O  
IRVINGTON, NEW JERSEY

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July 1, 2007 through June 30, 2012

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## PREAMBLE

AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the TOWNSHIP OF IRVINGTON, NEW JERSEY, hereinafter referred to as the "Town", or the "Employer", and IRVINGTON PROFESSIONAL FIREFIGHTERS UNION, IAFF LOCAL 305 OF IRVINGTON, NEW JERSEY hereinafter referred to as the "Firefighters/LOCAL 305."

This AGREEMENT is intended to maintain and promote a harmonious relationship between the Town and such of its employees who are within the provisions of this AGREEMENT in order that more efficient and progressive public service may be rendered.

## ARTICLE I

### Recognition

1. The Town hereby recognizes the FIREFIGHTERS/LOCAL 305 as the exclusive representative for collective negotiations concerning terms and conditions of employment for all permanently employed uniformed Firemen of the Irvington Fire Department employed by the Town, but excluding the Chief, all other Fire Officers (including Deputy Chiefs, Captain, and Lieutenants), and all non-uniformed employees.

2. Unless otherwise indicated, the terms "Firefighter", "Employee", or "Employees" when used in this Agreement refer to all persons represented by the FIREFIGHTERS/LOCAL 305 in the above-defined negotiating unit.

## ARTICLE II

### Check-Off and Union Security

1. The Town agrees to deduct monthly FIREFIGHTERS/LOCAL 305 membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the Town and the FIREFIGHTERS/LOCAL 305 and consistent with applicable law. The amounts to be deducted shall be certified to the Town by the Treasurer of Local 305, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the FIREFIGHTERS/LOCAL 305 monthly.

2. Any written designation by an employee covered by this Agreement to terminate dues deductions must be received in writing by the Town and the FIREFIGHTERS/LOCAL 305 and filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which such notice of withdrawal is filed.

3. (a) Any employee who is not a member of the FIREFIGHTERS/LOCAL 305 shall pay a representation fee in lieu of dues for services rendered by the FIREFIGHTERS/LOCAL 305. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed the legal maximum allowance of eighty-five percent (85%) of the regular membership dues, fees and assessments. Membership in the FIREFIGHTERS/LOCAL 305 is available to all employees on an equal basis and the FIREFIGHTERS/LOCAL 305 has established and maintains a demand and return system which complies with the requirements in Section 2(c) and 3 of the Act. The payroll deduction for such representation fees shall be made pursuant to the procedure applicable in the Town to salary deductions.

(b) The FIREFIGHTERS/LOCAL 305 agrees to Indemnify and save the Town harmless from any damage or expenses, inducing attorneys' fees, which may be incurred by the Town as the result of claims made by any employee relating to this Paragraph and any payroll deductions made hereunder, provided that:

(1) The Town gives the FIREFIGHTERS/LOCAL 305 timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this Paragraph; and

(2) If the FIREFIGHTERS/LOCAL 305 so requests in writing the Town will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability and will cooperate fully with the FIREFIGHTERS/LOCAL 305 in the defense of the claim.

4. Effective January 1, 2008, employees included in this collective negotiations unit may request payroll deductions for payment of dues only to the duly certified majority representative, and to no other labor organization. Existing written authorizations, if any, for payment of dues to any other labor organization shall be terminated immediately. It is understood and agreed between the parties that this provision does not apply dues deductions for any other voluntary employee organization that is not an employee representative as defined in N.J.S.A. 34:13A-3(e).

## ARTICLE III

### Business Leave

1. The FIREFIGHTERS/LOCAL 305 Negotiating Committee shall consist of no more than five (5) members, of which three (3) members shall constitute a quorum.

2. Three (3) members of the FIREFIGHTERS/LOCAL 305 Negotiating Committee shall be granted leave from duty with full pay for the purpose of attending negotiating sessions between the "Town" and the "FIREFIGHTERS/LOCAL 305" for the purpose of negotiating the terms of an Agreement, when such sessions take place at a time during which such members are scheduled to be on duty. Whenever practicable such sessions shall be scheduled to be held during the non- working time of the members of the FIREFIGHTERS/LOCAL 305 Negotiating Committee.

3. There shall be four (4) shop stewards who shall comprise the four (4) members of Local 305 Grievance Committee. The FIREFIGHTERS/LOCAL 305 agrees that each of the four (4) members of the FIREFIGHTERS/LOCAL 305 Grievance Committee shall be from a different shift.

4. Two (2) of the four (4) members of the FIREFIGHTERS/LOCAL 305 Grievance Committee shall be granted leave from duty with full pay for all meetings mutually scheduled between the Fire Department and the Committee for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty. When practicable, such meetings shall be scheduled to be held during the non- working time of the members of the FIREFIGHTERS/LOCAL 305 Grievance Committee.

5. The President or Executive Delegate of the FIREFIGHTERS/LOCAL 305 shall be granted leave from duty with full pay for all regular monthly State Meetings of the FIREFIGHTERS/LOCAL 305 when such meetings take place at time when such

Officer is scheduled to be on duty, provided that said President or Executive Delegate (whichever of them is to attend the meeting), gives reasonable notice of no less than five (5) days' notice to the Chief and Director to secure another employee to work in his place.

6. Each of the four (4) members of the FIREFIGHTERS/LOCAL 305 Grievance Committee shall have freedom to visit all firehouses on his tour of duty in an effort to reconcile on-the-spot grievances, which may arise from time-to-time prior to leaving his designated station, he shall request and receive the permission of the Deputy Chief and shall at all times be prepared to and shall respond for fire duty when and where needed.

7. It is expressly understood that all leaves under paragraphs 2, 4, 5 and 6 are subject to the requirement that same do not interfere with the minimum manpower requirements as established by Departmental General Order No. 85-11, or as may be established from time-to-time.

8. The President of the FIREFIGHTERS/LOCAL 305 shall have freedom of movement to visit all firehouses in the Town of Irvington on his tour of duty in order to conduct FIREFIGHTERS/LOCAL 305 business. Prior to leaving his designated station, he shall request and receive the permission of the Deputy Chief and shall at all times be prepared to and shall respond to fire duty when and where needed.

9. The number of authorized delegates and the number of FIREFIGHTERS/LOCAL 305 conventions shall be in accordance with applicable New Jersey statutes.



## ARTICLE IV

### Work Week and Overtime

1. Existing overtime practices shall be maintained during the term of this Agreement, except as may otherwise be specifically provided in this Article.

2. Any employee working in excess of his regularly assigned work week or work schedule shall be paid for such overtime work on the following basis.

A. Overtime for the following items, which are considered to be of an emergency nature, shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the hourly rate which the employee normally receives for his regular assigned duty, wherever feasible, or in lieu thereof compensatory time shall be allowed at the rate of one and one-half ( $1\frac{1}{2}$ ) hours for each hour of overtime worked:

- (i) Reemployment on day and night tours;
- (ii) Recalls in the event of fire emergency and other emergency situations such as those caused by snow, floods, windstorms and civil disturbances, etc;
- (iii) Overtime where the employee is held over on duty after his regular shift, provided, however, that pay for such overtime may be made in one-quarter hour increments and overtime of less than one-quarter hour may be accumulated until one-quarter hour is achieved.

B. All overtime work other than as set forth above shall be considered of a non-emergency nature and shall be compensated at the straight time rate, if feasible, or in lieu thereof compensatory time shall be allowed at the rate of one (1) hour for each hour of overtime worked.

C. Services rendered on a voluntary basis, such as for parades and funerals, shall not entitle the employee to any compensation.

3. It is agreed that the Chief and Director may call two (2) combined General Department Inspections/Meetings per year, not to exceed two (2) hours in duration each, and that employees attending the same shall be guaranteed two (2) hours' pay for actual attendance at each of said Inspection/Meetings and that the compensation to be paid for such actual attendance shall be at the regular straight time pay rate.

4. Any employee called in under reemployment or emergency recall to work outside his regularly scheduled tour of duty shall be guaranteed a minimum of three (3) hours' pay at the time and a half (1-1/2) pay rate. Any employee called in to work overtime, which is considered of a non-emergency nature, shall be guaranteed a minimum of three (3) hours' pay at the straight time rate. The call-in provision shall not apply when an employee is called to report early for his regular shift and works into his snuff. The call-in provision shall not apply to General Departmental Meetings.

5. Since the parties to this Agreement have agreed to roll holiday pay into base salaries for various reasons, the parties to this Agreement have also agreed that, for purposes or overtime calculations, that holiday pay shall be excluded from base pay calculations when determining the hourly rate for overtime compensation.

6. Members assigned to the Suppression Division shall report for normal duty no later than 0715 hours (15 minute line up time) on each day of scheduled duty. Tours of duty will begin at 0730 hours and conclude 24 hours later at 0730 hours of the following calendar day. Notwithstanding re-employment, recall, swaps, special assignments and other applicable duty obligations, a seventy-two (72) hour period of time off from duty shall be provided between each 24 hour work period.

7. Vacation/Holiday Cards shall be predicated on the 10-14 schedule. One 24-hour work shift therefore equals 2 vacation days (or 2 holiday cards). The number of vacation periods and the manner in which they are picked shall remain consistent with the Department guidelines for same.

8. FLOATING DAYS: Members shall have the option to take earned floating days within appropriate time frames in open vacation slots and in any combination of 10 hour (0730-1730); 14 hour (1730-0730), or 24 hour (0730-0730) shifts.

9. SWAPS: Members may elect to arrange for mutual swaps with other members consistent with Department guidelines and provided such action does not result in any member working in excess of 24 total consecutive hours. Except for early relief or hanging back (total 4 hour maximum), members shall not be permitted to swap with other members from contiguous work shifts.

10. FUNERAL LEAVE: Shall be predicated on the 10-14 schedule. One 24 hour work shift therefore equals 2 days funeral leave. Members entitled to one day funeral leave may elect EITHER the day shift (0130-1730) or the night shift (1730-0730) where applicable under the collective bargaining agreement.

11. SICK LEAVE/INJURY LEAVE: Shall be predicated on the 10-14 schedule. Members are reminded to familiarize themselves with all applicable rules and regulations regarding sick leave and injury leave procedures.

12. ADMINISTRATIVE LEAVE, SPECIAL LEAVE, MILITARY LEAVE, EMERGENCY LEAVE, MONTHLY STATE MEETING, ANNUAL CONVENTIONS, AND ALL OTHER LEAVE ENTITLEMENTS: Shall be predicated on the 10-14 schedule with no fundamental change to regulations, policies and procedures concerning same.

13.     ELECTION DAY: Members wishing to exercise their voting rights are advised to make necessary arrangements (i.e., swaps, earned time off, absentee ballots) should they be scheduled for duty on an election day. The responsibility to make required provisions to vote rests solely with each member wishing to do so. Release from duty for reasons of "earned time off" is subject to staffing levels and the discretion of the Fire Chief or his/her designee.

14.     RE-EMPLOYMENT: Scheduled re-employment lists shall be promulgated by the Chief of Department to provide a primary and a secondary list in accordance to the agreement made with the bargaining units. Emergency re-employment and recalls will be facilitated by the riding deputy chief or his/her designee utilizing the established department guidelines calling for the use of the Zone List. There will be one (1) 10-hour day shift and one (1) 14-hour night shift to fill a 24 hour position. Unless otherwise directed by the Fire Chief or his/her designee, members on re-employment shall be at their assigned station properly attired, equipped and ready for duty no later than 0730 hours for day shifts (0730-1730) and 1730 hours for evening shifts (1730-0730). If additional manpower is needed, the platoon working the next 24 hour day will work the 10 hour day, and the platoon that worked the day before will work the 14 hour night. All other procedures and regulations shall stay the same.

15.     STATIONWEAR: Shall conform to Administrative Orders as promulgated by the Chief of the Department.

16.     TRAINING AND BUILDING INSPECTION: Shall conform to Administrative Orders as promulgated by the Chief of the Department.

17.     SNOW EMERGENCIES: Members are to be given a two-hour break

between periods of shoveling snow for hydrant access. No periods of shoveling are to be longer in duration than three hours, with a total of three periods in a given 24 hour work shift. This does not include shoveling of firehouse ramps and walkways.

18.     PROPER DUTY RELIEF PROCEDURES: Shall conform to Administrative Orders as promulgated by the Chief of Department.

19.     QUESTIONS/DISPUTES: Any questions or disputes which may arise relative to the 24-72 hour work schedule shall be brought before the Chief of the Department for evaluation and resolution of same. No final disposition of any issue shall be made without prior notification and discussion with respective Labor Units.

20.     LABOR'S RIGHTS: By majority consensus, labor maintains the right to withdrawal from the 24-72 work schedule and return to the 10-14 work schedule provided that both collective bargaining agents (firefighters' bargaining unit and officers' bargaining unit) demonstrate in writing that the majority consensus in both units have voted in favor of returning to the 10-14. In such case, the work schedule change to the 10-14 will be made by management as soon as reasonably possible. Collective bargaining units agree that once a schedule change is made by this process, subsequent requests by labor to change or alter the prevailing work schedule cannot be made for at least 3 full years (36 consecutive months) from the time a new schedule is implemented.

21.     MANAGEMENT'S RIGHTS: Nothing herein restricts or diminishes managerial prerogatives including but not limited to as prescribed in the sections entitled "Managements Rights and Responsibilities" of the respective collective bargaining agreements. Further, management shall maintain the right to reconsider a

return to the 10-14 work schedule pursuant to a show of reasonable cause (unsafe, adverse, or otherwise significantly unfavorable impact) demonstrating harm to the necessary order, control and stability of the organization. In such case, item #15 "Questions/ Disputes" of this agreement may be invoked.

22. SIGN-OFF/WITNESS: By the endorsements provided below, all parties represented herein stipulate to the terms of this agreement and further agree that same be made part of the appropriate respective collective bargaining agreements with the Firefighters, Fire Officers, and Depute Fire Chiefs Associations. This provision contains the entire agreement relative to the 24-72 work schedule made between the parties represented herein.

## ARTICLE V

### Vacations

1. Employees covered by this Agreement shall be entitled to annual vacation leave with pay according to the following schedule:

(a) Upon completion of six (6) months' service, any Firefighter with less than two (2) years of service shall receive six (6) working days off with pay.

(b) After completion of two (2) years' service, a Firefighter shall receive twelve (12) working days off with pay.

(c) After completion of four (4) years' service, a Firefighter shall receive sixteen (16) working days off with pay.

(d) After completion of ten (10) years' service, a Firefighter shall receive eighteen (18) working days off with pay.

2. Subject to the restrictions of this Article, the Chief and Director shall have the sole discretion of the scheduling of vacations. Vacations shall be scheduled during the entire year.

3. Firefighters who qualify for a twelve (12) work day vacation and higher shall receive the same on the following scheduling basis:

(a) There will be twelve (12) vacation periods in the summer consisting of four (4) working days each, the first period to commence in the month of June. No more than four (4) Firefighters from any platoon shall be entitled to vacation in any period.

(b) There will be thirty-three (33) vacation periods during the spring, fall and winter. In fifteen (15) of these vacation periods Firefighters shall be entitled to pick up four (4) vacations per platoon, and in the remaining eighteen (18) periods

Firefighters shall be entitled to pick up three (3) vacations per platoon Firefighters shall be entitled to pick up to three (3) vacations per platoon. The referred to periods include the additional four (4) working days time off in lieu of holidays.

(c) The number of vacation days to which a Firefighter shall be entitled in any year shall be determined by such Firefighter's experience in the Department as of June 30 of the calendar year in which such vacation is to be picked.

(d) A maximum of two (2) consecutive tours on any given selection may be selected for the summer periods.

(e) A maximum of three (3) consecutive tours on any given selection may be selected for the spring, fall or winter periods, which would include the employee's four (4) holidays.

(f) If at the option of the Firefighter he elects to select his vacation or holidays on a tour-by-tour basis, he may do so provided requirement in "(d)" above is adhered to, and each tour be considered as one (1) vacation selection.

(g) Using the above guidelines, a Firefighter may receive a maximum of four (4) vacation selections.

(h) A Firefighter who is at sixteen (16) days vacation or eighteen (18) days vacation may have three (3) days of vacation as floating days, as long as these days are submitted to the Deputy Chief five (5) days in advance of the day off. These floating days will be selected after other vacations are selected and within requirements of sections (a) and (b) above.

(i) A Firefighter who is at sixteen (16) days vacation or eighteen (18) days vacation may elect to carry over these days to the next year's vacation, and may do so if he notifies his Deputy Chief that he will carry over any or all of these two (2) vacation days. This notification shall not be later than one (1) month from the end of the



vacation year. A two (2) day carry over is the maximum.

4. Vacations shall be selected by Firefighters from Departmental Vacation Schedule on a seniority basis by separate working platoons.

5. Vacation picks shall be posted on or before January 15<sup>th</sup> and completed by February 15<sup>th</sup>, of the calendar year in which such vacations are to be taken.

6. Vacations shall be granted with pay at the regular rate of pay of the Firefighter.

7. In the event a Firefighter becomes ill, injured or disabled immediately prior to beginning his scheduled vacation, he shall not be required to use his scheduled vacation but such vacation shall be rescheduled by the Chief/Director to any available vacation period, where feasible. To invoke this Section, the Firefighter shall give to the Chief/Director to whom he reports ill, injured or disabled timely notification in advance of the time and duration of the vacation about to begin.

8. In the event a Firefighter is entitled to vacation leave at the time of his death, his widow, or his estate shall receive (1) day's pay for each day of earned vacation, which had not been taken at the time of the Firefighter's death.

9. Firefighters that leave notice of their availability shall be eligible for reemployment while on vacation.

10. Under the 24/72 hour work schedule, one (1) twenty-four (24) hour work period shall amount to two (2) vacation days.

## ARTICLE VI

### Holidays

1. Each employee after completing six (6) months of service for the Town shall receive four (4) days off with pay in lieu of regular holidays in accordance with Ordinance No. M.C. 2604, dated April 22, 1980. These four (4) days off in lieu of holidays shall be added to either the spring, fall or winter vacation period selected by the individual Fireman, as provided in Article V, Paragraph 3(b). Such schedules of days off in lieu of holidays may be changed at the discretion of the Chief and Director in order to meet Department manpower requirements.

2. Firefighters shall receive any unscheduled Township declared holiday given unit employees. Firefighters shall be credited with vacation time or paid at the option of the Employer. The holiday shall be computed based on a twelve (12) hour day, and the hourly rate shall be calculated by dividing the annual salary by 2184. Effective January 1, 1995. Township office closings and/or early dismissals due to inclement weather shall not constitute a Township declared unscheduled holiday.

#### 3. SPECIAL HOLIDAY COMPENSATION CLAUSE

a. Regarding special compensation time for certain (municipal) holidays, it is agreed by all parties that Uniform Fire Department members who work on certain days Town Hall is closed (other than for purposes of normal weekend closing, severe weather or other emergency conditions) limited to the Friday after Thanksgiving, the business day occurring immediately before or after Christmas (when applicable), and the business day occurring immediately before or after New Years Day (when applicable), shall earn 8 (eight) hours compensation time on the books for each such

day said members work from the hours of 0800 through 1800 inclusive.

b. It is further agreed that only uniform members physically on duty and completing their normally scheduled work shift during the prescribed time frame shall be eligible for this benefit. Members not eligible for this benefit include personnel scheduled for duty but absent at any time between 0800 through 1800 on said days for any reason including but not limited to: sick leave, injury leave, emergency leave, funeral leave, union leave, family leave, special administrative leave, disciplinary actions, SWAP, sick leave incentive day (SLID), taking of compensation time or away without official leave (AWOL).

c. Members on duty during the prescribed time frame for reasons including "early reliefs", "hanging back", reemployment, recall, or any form of overtime are also ineligible for this benefit.

d. Members covering an approved SWAP (working in place of another member during the prescribed time frame), shall be eligible for this benefit if all stated terms and conditions are met pursuant to this agreement.

e. Members on approved/scheduled vacation shall not be excluded from this benefit for reasons of vacation.

f. It is agreed that the terms and conditions provided herein will take effect upon endorsement of this collective bargaining agreement.

## ARTICLE VII

### Leave of Absence/Sick Leave

#### 1. Special Substitute Leave With Pay:

Any Fireman may be granted special substitution leave with pay for any days or nights on which he is able to secure another Fireman to work in his place provided:

(a) such substitution does not impose any additional costs on the Town;

(b) such substitution shall be of equal rank and qualified to perform the duties of the position involved;

(c) the officer in charge is notified at least twenty-four (24) hours in advance of request for such special substitution leave of absence prior to its becoming effective;

(d) all such special leaves must comply with Ordinance No. MC. 2027, and must be approved by the Chief and Director, or his designee, or when they are not available, the riding Deputy Chief. Approval of such special leaves will not be unreasonably withheld.

#### 2. Funeral Leave:

(a) Special leave of absence with pay up to a maximum of three (3) days shall be granted to any employee in case of death within the immediate family, from the date of death to and including the day of the funeral. The special leave of absence with pay is for the sole purpose of arranging and attending the funeral services. Such special leave may be extended without pay at the discretion of the Chief

and Director.

(b) The term "Immediate family" shall include only spouse, child, stepchild, father, mother, brother, sister of an employee, grandfather, grandmother, stepfather, stepmother, and his relatives residing in the household.

(c) Special leave of absence with pay for one (1) day shall be allowed to attend the funeral services of a sister-in-law, brother-in-law, aunt or uncle,

(d) Special leave of absence with pay up to a maximum of two (2) days shall be granted to any employee in case of death of his mother-in-law or father-in-law. Such special leave of absence with pay is for the sole purpose of arranging and attending funeral services, and shall be taken during the period from the date of death to and including the date of the funeral. Such special leave may be extended without pay at the discretion of the Chief and Director.

(e) The Chief/Director shall have the authority to require proof of death and proof of relationship to employee in all cases. A Notice of Death will be acceptable as proof of death.

3. Sick Leave:

(a) The Town may grant a leave of absence with pay to any member of the Fire Department who shall become injured, ill or disabled from any cause so as to be physically unfit for duty during the period of such disability and physical unfitness or duty, where such injury, illness or disability shall become evidenced by the Certificate of a physician designated by the Department to examine such Firemen or the Fireman's personal physician in accordance with Departmental General Order No. 87-9 and such Departmental General Orders and Regulations promulgated from time to time by the

Chief and Director.

(b) No such leave of absence with pay shall exceed one (1) year commencing from the date of such injury, illness or disability.

(c) Sick leave as heretofore may be used by a Fireman for personal illness and sudden or critical illness of a member of his family within his household which required such Fireman's attendance upon the person who is ill and provided that immediate provision is made for the care of the ill person by someone other than the Fireman, or which requires his being quarantined by a physician because of a disease which is certified by the Town Health Officer as being a contagious disease.

(d) Sick Leave Incentive Days (SLID)

One (1) day of additional paid time off (a "SLID Day") shall be earned by any Firefighter who does not use any sick leave during the first four months of the calendar year. An additional one (1) SLID day may be earned by any Firefighter who does not use any sick leave during the second four months of the calendar year. Further, an additional one (1) SLID day may be earned by any Firefighter who does not use any sick leave during the third four months of the calendar year.

Firefighters may accumulate a maximum of three (3) SLID days in a calendar year. SLID days may only be used if approved by the Chief and if manpower is sufficient that reemployment is unnecessary to cover the employee using the SLID day. A maximum of two (2) unused SLID days may be carried over into the next four calendar month period.

SLID days shall be predicated on the 10-14 schedule. Members may combine 2 earned incentive days to take as a 24-hour shift or split same as "1014's" under certain conditions. Use of SLID days shall conform to Administrative Orders as promulgated by the Chief of the Department.

(e) Extra Vacation Slot (SLID)

The Township agrees to add an additional vacation slot that will be shared by Local 305 and 2004, as long as it does not create additional overtime. This slot shall only be available to members who have Sick Leave Incentive Days available as set forth in Article VII(3)(d) of the Agreement. The extra slot shall be added at the conclusion of annual scheduled vacation picks. Members shall be selected on the basis of seniority without regard to rank, provided that selection will be on a rotating basis with no one member filling more than one slot before the completion of a full rotation. This does not preclude any members from using SLID days for regular unpicked vacation days.

4. Sick Leave – Employees Hired After October 5, 1994

Section A. Each employee shall be entitled to one (1) day per month for non-occupational sick leave during his first calendar year of service. Thereafter, commencing on January 1, he shall receive fifteen (15) days of sick leave per year. Any sick leave days, which remain unused, shall be cumulative from year to year.

Section B. Any employee who sustains a job-connected illness or injury shall be continued on full pay for a period of one (1) or until such time as the Employee becomes entitled to a disability pension, whichever shall be sooner. During a period of occupational injury or illness, the employee shall not be charged any sick days.

Section C. Employees who receive worker's compensation or temporary disability benefits while on a sick leave shall be paid the full salary and shall remit such compensation or disability payments to the Township.

Section D. Employee requiring a non-occupational sick leave which exceeds the number of sick leave days granted during the year and beyond the number of accumulated, unused days, may be granted sick leave without pay for up to six (6) months. In the event additional time is required, an extension of an additional six (6) months will be given consideration by the Township upon request by the Employee.

The Township and FIREFIGHTERS/LOCAL 305 shall develop a voluntary sick bank plan to be participated in by employees hired after October 5, 1994, who would contribute days from their annual sick leave allotment. These days would be available for use by plan participants when they have exhausted sick leave. Such utilization of the plan by an employee shall be with the approval of the oversight committee consisting on one (1) FIREFIGHTERS/LOCAL 305 member and the Chief/Director.

Section E. (1) Each employee shall be entitled, upon retirement, for service and age or disability, from a state administered retirement system to receive a lump sum payment for earned and unused accumulated sick leave which is credited to him on the effective date of his retirement in the manner and to the extent provided for herein. Any employee who elects a deferred retirement benefit shall not be eligible for such supplemental compensation payment, unless such employee shall have retired with twenty (20) years or more of service.

(2) Such supplemental compensation payment shall be computed at the rate of one- half (1/2) of the eligible employee's daily rate of pay for



each day of earned and unused accumulated sick leave based upon the employee's average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$8,500.00.

(3) The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pensions or retirement benefits to such retired employee.

(4) Any employee who incurs a separation of service for any reason except that due to temporary lay-off shall have his accumulated sick leave computed only from the date of return to employment.

(5) Notice of intention to claim the benefits provided herein must be made in writing to the Township on or before November 1<sup>st</sup> of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1<sup>st</sup> for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such an employee demonstrates valid reason to waive the November 1<sup>st</sup> notice date, he will receive the benefit provided for. The Township, however, may defer payment of all or part of the benefit to the year following the retirement.

Section F. Employees hired prior to October 5, 1994 shall continue to be afforded sick leave as described in Section 3 of this Article.

5. Terminal Leave: Effective January 1, 1994, any fireman retiring from service upon prior completion of his full twenty-five (25) years of service who has completed his tenure of duty with the Town and complies with the requirements for

eligibility for retirement for age and length of service at the time of such retirement under the applicable New Jersey Police and Firemen's Retirement System or Pension Fund, shall be granted four (4) months [eight (8) pay periods] terminal leave with pay, commencing on the effective date of is retirement, in addition to any other monies due such Fireman at the time of retirement. The Township may elect to make such payment in a lump sum on the effective date of the employee's retirement.

6. Special Emergency Leave: Special emergency leave of absence may be granted in the discretion of the Chief and Director, or his designee, during a tour or duty for extreme hardships under proper notification to the officer in charge by telephone or in person.

7. Catastrophic Sick Leave Program ("CSLP")

Effective January 1, 2008, the Township will implement a CSLP with the following terms:

- a. it will run for a one year trial period. At the end of the trial period, the parties will negotiate over whether the program should be continued, or modified or terminated;
- b. only those employees who suffer serious or catastrophic injuries or illnesses will be eligible;
- c. employees who request to participate shall be required to submit a doctor's note to the Fire Chief;
- d. an employee who is approved will be eligible to request up to 5 additional sick days (two and one half 24 hr. tours);
- e. the Fire Chief will evaluate and recommend an employee for approval and shall have the authority to send the employee to the Township doctor;
- f. the employee must have exhausted all his/her accrued vacation and sick time;

- g. employees with unlimited sick leave will not be eligible for CSLP;
- h. sick leave under CSLP will not accrue and will not be part of an employee's retirement payout.

## ARTICLE VIII

### Wages

1. The following salary increases (percentage) shall apply to be earned on and after the effective dates listed below, but not to be paid until no later than February 1, 2008 when all increases will be paid retroactively to their respective effective dates:

Effective October 1, 2007 4.0% Increase

2. The following salary increases (percentage) shall apply to be earned and paid on the effective dates listed below:

Effective July 1, 2008	3.0% across the board increases;
Effective January 1, 2009	1.0% across the board increases;
Effective July 1, 2009	3.0% across the board increases;
Effective January 1, 2010	1.0% across the board increases;
Effective July 1, 2010	3.0% across the board increases;
Effective January 1, 2011	1.0% across the board increases;
Effective July 1, 2011	3.5% across the board increases;

3. All yearly salaries shall be divided into twenty-six (26) equal payments and issued on the day beginning with the 14<sup>th</sup> day of January, and every fourteen (14) days thereafter until the end of the calendar year.

4. Effective January 1, 1993, the hourly rate shall be calculated by dividing the annual salary by 2184.

5. Irrespective of the amounts rolled into base salaries regarding holiday pay, the following shall apply:

A. Since employees received holiday pay for holiday celebrated in 2002 prior to the execution of this Agreement, the Township shall recoup, either by a full, or series of partial, reimbursements so that no member of the bargaining unit shall

receive more total holiday base pay than they were entitled to if no roll in occurred.

B. For purposes of overtime pay, holiday pay shall not be included in base pay calculations for determining overtime pay once holiday pay has been rolled into the base salary.

6. All Firefighters hired after January 1, 2005 shall be subject to a seven (7) step salary guide. One step will be added between steps two (2) and three (3) and another step will be added after step five (5). See chart below outlining the salary amounts EFFECTIVE October 1, 2007 for Firefighters hired prior to January 1, 2005 and those hired after.

ENTRY	NAME	NEW BASE	Wage Increase	TOTAL As of 10/1/07	HOURLY
	FIREFIGHTERS SALARY As of 6/30/07		4.0%		
	Base	\$37,246.40	\$1,489.86	\$38,736.26	
	1 <sup>st</sup>	\$44,473.02	\$1,778.92	\$46,251.94	
	2 <sup>nd</sup>	\$51,699.14	\$2,067.97	\$53,767.11	
	3 <sup>rd</sup>	\$58,925.51	\$2,357.02	\$61,282.53	
	4 <sup>th</sup>	\$63,966.57	\$2,558.66	\$66,525.23	
	5 <sup>th</sup>	\$73,378.26	\$2,935.13	\$76,313.39	
	Firefighters Hired after Jan. 01, 2005				
	Base	\$37,246.40	\$1,489.86	\$38,736.26	
	1 <sup>st</sup>	\$44,473.02	\$1,778.92	\$46,251.94	
	2 <sup>nd</sup>	\$51,699.14	\$2,067.97	\$53,767.11	
	3 <sup>rd</sup>	\$58,925.51	\$2,357.02	\$61,282.53	
	4 <sup>th</sup>	\$62,538.70	\$2,501.55	\$65,040.25	

	5th	\$66,151.88	\$2,646.08	\$68,797.96	
	6 <sup>th</sup>	\$69,765.08	\$2,790.60	\$72,555.68	
	7th	\$73,378.26	\$2,935.13	\$76,313.39	

## ARTICLE IX

### Longevity

All Firemen shall be paid, in accordance with Municipal Order No. M.C. 2760, or such other ordinance as may be adopted to reflect the salary increase provided by ARTICLE VIII hereof, in addition to base pay scale, as payment for years of faithful service rendered, an amount equal to the following:

- (1) Over five (5) years' service but less than ten (10) years' service, an amount equal to two percent (2%) of the yearly base pay.
- (2) Over ten (10) years' service but less than fifteen (15) years' service, an amount equal to four (4%) percent of the yearly base pay.
- (3) Over fifteen (15) years' service but less than twenty (20) years' service, an amount equal to six (6%) percent of the yearly base pay.
- (4) Over twenty (20) years' service but less than twenty-five (25) years' service, an amount equal to eight (8%) percent of the yearly base pay.
- (5) Over twenty-four (24) years' service an amount equal to ten (10%) percent of the yearly base pay.



## ARTICLE X

### Seniority

Seniority is defined to mean the uninterrupted length of accumulated service of each Fireman computed from the last date of hire. A fireman's length of service shall not be reduced by the time lost due to sickness or injury or authorized leave of absence.

## ARTICLE XI

### Bulletin Boards

The FIREFIGHTERS/LOCAL 305 shall be permitted to continue the exclusive use of one (1) bulletin board in each Fire House for the posting of notices concerning lawful FIREFIGHTERS/LOCAL 305 business and activities. Copies of all notices shall be submitted to the Chief and Director prior to posting.

## ARTICLE XII

### Uniform and Work Clothing

1. The dress and work uniforms and the wearing and maintenance thereof shall be as prescribed in General Order 64-7. Said General Order will be changed only after consultation with the FIREFIGHTERS/LOCAL 305

2. All uniforms shall be properly cleaned and maintained' by each employee at all times and shall be ready for inspection by the Chief and Director at all times.

3. As of July 1, 2007, the clothing allowance shall be \$750.00 annually, which clothing allowance shall be issued in accordance with the provisions of Municipal Ordinance No. 2095 dated April 27, 1965.

4. Dress and work uniforms may be purchased from any supplier provided same comply fully with the specifications and standards as set by the Chief and Director.

5. Each employee shall maintain a clean pressed dress uniform in his locker in Fire Department quarters.

6. The Chief/Director has the authority, after notification of the Bargaining Unit, to make changes in the work uniform and/or station wear. Such changes shall be at the Township expense.

7. Clothing allowance will paid by separate check in the first non-pay cycle in December of each calendar year.

## ARTICLE XIII

### Insurance

1. (a) The Township agrees to continue to provide, at its expense, the health insurance and Delta dental coverage presently in effect for each employee and their dependents in accordance with applicable resolution and ordinances. Effective January 1, 2008, unless mutually agreed to implement at another date, the Township reserves the right to provide an alternative HMO plan under which the benefits to be provided under the new HMO plan shall be equal to or better than those of the current HMO plan, provided that the Township will give Local 305 documentation about the new plan at least 30 days before implementation to give them an opportunity to determine whether coverage is equal to or better than the current plan. The Township agrees to contact members' doctors to participate in the new HMO plan if they are not already participants.

(b) Medical bills for all bargaining unit members shall be paid by the Township within seventy-five (75) days of submission. The Township agrees that it shall guarantee payment of all bills for insurance benefits under HNA and/or HOMO plans if administered by the Township. If a bill which should have been paid as provided for in the parties' current health plan is denied or not paid, the employee must notify the Township within thirty (30) days of receipt of the notice. Upon receipt of the notice from the employee the Township will pursue payment on behalf of the employee to ensure appropriate payment.

(c) Effective January 1, 2008:

- a. Increase the co-payment for office visits under HNA HMO from \$10.00 to \$20.00;
- b. Increase the health insurance deductible in the HNA plan (out of network coverage only) to \$200.00 for Single coverage, and \$400.00 for Parent/Child, Husband/Wife and Family coverages;

2. The Town shall provide Workers' Compensation coverage for all Firefighters, whether by insurance or otherwise, including self insurance by the Town, under the provisions of which payment of medical, hospital and pharmaceutical expenses required to be paid by law as the result of an injury on the job will be provided for. A copy of report of accident and injury with respect to on-the-job injuries will be placed in and retained in each employee's personal file.

3. The Town shall provide and maintain automobile liability insurance coverage for all vehicles of the Fire Department.

4. The Town shall provide legal aid for all personnel covered by this Agreement in legal proceedings against them arising from incidents in the line of duty in accordance with existing practice or statute, provided, however, that the foregoing provision shall not be applicable with respect to any disciplinary proceeding or criminal proceeding instituted against any employee by the Town.

5. Nothing herein is intended to prevent the Town from providing the foregoing coverage for the contingencies stated in any manner recognized by law.

6. When an employee is on sick leave, the Employer shall continue to pay his coverage provided for the Health Benefits Plan.

7. Insurance coverage provided for in Paragraph 1 above shall be continued after retirement of an employee for the employee and his spouse only, the Town to pay the premiums for the employee and his spouse only on the following conditions:

(a) Such employee must have retired on or after January 1, 1974, after twenty-five (25) or more years of service with the Town;

(b) The employee is not covered under any similar insurance program;

(c) Upon the employee attaining age sixty-five (65), such coverage and the obligation of the Town to pay thereof shall cease unless the employee gives timely notice to the Town Department of Revenue and Finance that he is not eligible for Medicare. Notwithstanding the foregoing, the Town will pay the Medical Insurance premiums for the employee covered by Medicare and for his spouse only, but not the Hospital Insurance premiums. The Town may, at its sole option— elect to pay the Hospital insurance premium or equivalent for any employee

not covered by Medicare n lieu of continuing the insurance coverage provided for in Paragraph 1 above.

8. The Township agrees to continue to provide, at its expense, the Delta dental coverage presently in effect for each employee and his dependents in accordance with applicable resolution and ordinances.

9. A. Effective January 1, 1995, retirees shall have the opportunity to secure coverage under the Dental Plan by making payments at the Group Rate, provided the insurance carrier has no objection to this inclusion and provided further the Town does not incur any cost in connection therewith.

C. The dental insurance coverage provided for above, shall be continued after retirement of an employee for the employee and his spouse only, the Town to pay the premiums for the employee and his spouse and, in accordance with past practices, eligible children under coverage in existence upon signing of this agreement only on the following conditions:

(a) Such employee must have retired on or after November 5, 1998 after twenty-five (25) or more years of service with the Town;

(b) The employee is not covered under any other similar insurance programs. (In the event an employee's coverage as a primary insured under such other similar insurance program should terminate, the employee will be eligible for the insurance benefits provided under this Article, subject to the other conditions set forth in this Article);

(c) Upon the employee attaining age sixty-five (65) such coverage and the obligation of the Town to pay therefore shall cease unless the employee gives timely notice to the Town Department of Revenue and Finance that he is not eligible for Medicare. Notwithstanding the foregoing, the Town will

pay the medical insurance premiums for the employee covered by Medicare and for his spouse only but not the hospital insurance premiums. The Town may, at its sole option, elect to pay the hospital insurance premium or equivalent for any employee not covered by Medicare in lieu of continuing the insurance coverage provided for in Paragraph 1 above.

(d) The Town agrees that if an officer is killed in the line of duty, effective prospectively, full medical coverage shall be provided by the Town for the spouse and dependent(s) of the officer killed in the line of duty. Should the spouse remarry, his or her full medical coverage shall cease. However the full medical coverage shall remain in effect for the dependent(s) consistent with dependent(s); coverage provided by the Town.

(e) Any employee hospitalized due to the line of duty injuries shall be provided with private accommodations, if available. Hospital and medical expenses of any employee due to the line of duty injuries will be paid as promptly as possible by the Town.

10. Effective February 1, 2005 prescription co-payments are ten dollars (\$10.00) for generic drugs and twenty dollars (\$20.00) for name brand drugs.

11. Prescription Cap

(a) There will be a cap on each employee's out of pocket expenses for prescriptions of \$1,100.00, \$1,200.00, and \$1,300.00 effective on January 1, 2008, January 1, 2009 and January 1, 2010, respectively.

(b) If the prescription co-pay is increased, the CAP will be proportionately increased.

12. Dependent Immunizations

Township will increase the age of dependent to that written in the current medical plan if available and offered by HNA.

13. The parties agree to implement a health insurance opt out plan effective January 1, 2008. Employee may voluntarily opt out of the Township's health insurance coverage and shall receive payment in the amount of forty percent (40%) of the premium cost for the applicable health insurance coverage from which the employee chooses to opt out, with payments to be made on, at least, a quarterly basis. Employees may return to the Township's health insurance plan the next year following the opt out. Employees will provide notice no later than December 1 each year of their election to opt in or out of the health insurance plan in the following year. Employees may return to the Township's health insurance at any time if their alternative health insurance coverage is lost. Employees returning shall reimburse the Township a prorated amount of the 40% payment received by the employee.



## ARTICLE XIV

### Acting Officers

Any Fireman assigned to a Lieutenant's position on an acting basis for a period of one (1) full day or more shall be paid for such work at the applicable base rate of pay for the acting supervisory position.

## ARTICLE XV

### Grievance Procedure

#### 1. Definition:

A "grievance" within the meaning of the grievance procedure shall be defined as a claim by any employee covered by this Agreement that as to him there has been a misinterpretation, misapplication, or an alleged violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated within ten (10) working days from the time when the employee knew or should have known of its occurrence.

#### 2. Procedure:

(a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined.

#### STEP ONE:

The grievance shall be taken up first with the Company Commandment or other immediate supervisor involved in an attempt to resolve the matter informally at that level. The Company Commandment or other immediate

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supervisor involved shall provide a written response to the grievance within five (5) calendar days after the grievance is discussed.

STEP TWO:

If, as a result of the foregoing discussion, the matter is not resolved within five (5) calendar days, it shall be discussed by the employee effected and a member of the FIREFIGHTERS/LOCAL 305 Grievance Committee with the Deputy Chief in charge of the platoon in an effort to resolve the matter informally at that level. The Deputy Chief shall provide a written response to the employee within five (5) calendar days or said discussion.

STEP THREE:

If, as a result of the foregoing discussions, the matter is not resolved within five (5) calendar says, it shall within an additional five (5) calendar days be set forth in writing to the Chief and Business Administrator specifying in detail the nature of the grievance. Should no acceptable agreement be reached within an additional ten (10) calendar day period after the receipt of the written grievance by the Chief and Business Administrator, the matter may be referred to arbitration as set forth below, by the Town or the IAFF only. If the aggrieved is a permanent employee he may, in lieu of arbitration, elect to pursue all remedies afforded by the provisions of the Civil Service Act.

STEP FOUR:

In lieu of submitting the grievance to the Civil Service Commission, resort may be had to the remedies in this step, provided, however, that such action must be initiated within ten (10) calendar days of the time the answer was received or considered due in Step Three. The appeal must be made in writing reciting the matter submitted to the Chief and Business Administrator as specified above.

Dismissal of or failure to continue the employment of a probationary employee shall not be deemed grievable or arbitrable where the ultimate decision must be made by an agency having exclusive jurisdiction over the issue, as for example, a determination by the Board of Trustees of the New Jersey Police and Firemen's Retirement System as to disability.

The following procedure will be used to secure the services of an arbitrator:

(a) A request will be made to the Public Employment Relations Commission (PERC) to submit to the parties a roster of persons qualified to function as an arbitrator in the dispute in question and for the selection of an arbitrator in accordance with its rules and regulations;

(b) The rules and procedures of the Public Employment Relations Commission (PERC) shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be binding. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement; and except as may be required in order to achieve a result consistent with relevant statutes, decisions and regulations. He or she shall have no power to add to or to subtract from or modify any of the terms of the Agreement, nor shall he or she in any case have any power to rule on any issue or dispute excepted from this grievance procedure by any other provision of this Agreement;

(c) The Town and the FIREFIGHTERS/LOCAL 305 shall assure the employee freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance;

(d) Costs:

(i) Each party will bear the total cost incurred by themselves:

(ii) The fees and expenses of the arbitrator are the only costs, which shall be shared by the two parties, and such costs will be shared equally.

(e) The right to request arbitration shall be limited to the parties to this Agreement and either party may demand arbitration.

## ARTICLE XVI

### Union Activities

1. It is recognized that the need for continued and uninterrupted operation of the Town's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be end that the FIREFIGHTERS/LOCAL 305, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest, strikes, or other concerted action which would involve suspension of or interference with normal work performance.

2. The Town shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike or other concerted action which would involve suspension of or interference with normal work performance.

3. The FIREFIGHTERS/LOCAL 305 shall not be liable for unauthorized acts of unit employees.

4. Nothing hereinabove contained is intended in any way to limit any prohibition as to the right to strike or unlawful concerted activity, which may be applicable to FIREFIGHTERS/LOCAL 305 and its members, by law.

5. It is expressly agreed that, subject to the provisions of this Agreement, all lawful FIREFIGHTERS/LOCAL 305 activities are protected and nothing herein contained is intended to abridge any right of any duly authorized representative of the FIREFIGHTERS/LOCAL 305 to present to the citizens the views of the FIREFIGHTERS/LOCAL 305 on issues which affect the welfare of its members.

6. The FIREFIGHTERS/LOCAL 305 shall be allowed to use Station

No. 1 Day Room for all Association meetings, provided that the Day Room is available when requested, and the FIREFIGHTERS/LOCAL 305 shall be allowed reasonable use of Station No. 1 for one (1) filing cabinet and one (1) storage cabinet. The use of Station No. 1 Day Room by FIREFIGHTERS/LOCAL 305 for all Association meetings is a privilege whose continuation is dependent upon the implementation and maintenance of a policy of no drinking on these premises and that there be no damage inflicted on these premises during these meetings.

7. The Fire Labor Management Committee shall include thereon two (2) representatives chosen from FIREFIGHTERS/LOCAL 305.

## ARTICLE XVII

### Line of Duty Injuries

Any employee hospitalized due to the line of duty injuries shall be provided with semiprivate accommodations, if available. Hospital and medical expenses of an employee due to line of duty injuries will be paid by the Town.



## ARTICLE XVIII

### Management's Rights and Responsibilities

The Town possesses the sole right and responsibility to manage the Fire Department and to the control of its properties and to the operation of its facilities, and for the maintenance of order and efficiency, and that except as may be expressly qualified by the provisions of this Agreement it retains all rights, powers, functions and authorities of management, including but not limited to the hiring, supervision, direction, assignment transfer, discipline, discharge and promotion of employees, the direction of Fire Department operations and the determination of the work, including overtime, to be performed and the methods, means, entities and personnel by which or through whom the operations of the Department are to be conducted, to make reasonable and binding rules and directives which shall not be inconsistent with this Agreement. It is recognized and agreed that the Town may take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

## ARTICLE XIX

### Rules and Regulations

A. Any new rules or modifications of present rules affecting working conditions shall be discussed with the majority representative prior to their establishment, in accordance with N.J.S.A. 34:13A-1 et seq.

B. Each employee shall be provided with safety equipment, as required by law, and instruction for its proper use, as required by law. This shall be accomplished by the Town in a timely and expeditious manner.

## ARTICLE XX

### Pensions

1. The Town will continue to provide pension coverage for the covered employees as required by applicable State laws.
2. As before, the Town shall continue payments to an employee's pension fund while the employee is on sick leave.

## ARTICLE XXI

### Vacancies and Promotions

The Town will request Civil Service to conduct expeditious examinations to fill vacancies that the Town intends to fill.

## ARTICLE XXII

### Physical Examination

Physical, mental or other examinations required by the Town shall be complied with by all employees, provided, however, the Town shall bear all charges for such examinations. The FIREFIGHTERS/LOCAL 305 may have the employee examined by a physician of its choice at the employee's expense, if the employee disagrees with the finding of the Town's physician.

## ARTICLE XXIII

### Mutual Aid

Employees who are either injured or killed while rendering aid to a neighboring community shall be covered by insurance and pension benefits to the same extent as if injured or killed while rendering aid in the Town of Irvington.

## ARTICLE XXIV

### Separation of Employment

Upon discharge or voluntary quitting, the Town shall pay all monies due the employee on the pay day next following the week of such departure. Earned vacation time shall be included in such payments. Also included in such payments shall be reimbursement in monies for all time owed to the employee for previous extra time worked, and not previously paid back by time off.

## ARTICLE XXV

### Savings Clause

The Town and FIREFIGHTERS/LOCAL 305 understand and agree that all provisions of this Agreement are subject to law. In the event that any provision or application of any provision of this Agreement shall be rendered illegal or invalid by any court of competent jurisdiction, such illegality or invalidity shall affect only the particular provision concerned which shall be deemed of no force and effect, but shall not affect the remaining provisions of this Agreement.



## ARTICLE XXVI

### Firefighters' Duties

1. Employees covered by this Agreement may be assigned to perform any duty which is related to fire fighting, fire prevention, rescue, salvage, overhaul work, care and upkeep of fire fighting equipment and apparatus.

Employees may be assigned any duty which is related to the normal routine daily housekeeping care required to maintain the quarters in which they are employed and the equipment therein in a clean, safe, and sanitary manner.

2. The Town shall not assign any employee covered by this Agreement to perform those duties involving the active prevention of crime which are performed by and considered exclusively as duties of Police Officers, or to carry guns (not applicable to members of the Arson Squad), guard school crossing, or to conduct Police Officer patrol duties. The foregoing is not intended to and shall not restrict assignment and performance of fire related duties, as by way of illustration only, detection of fire hazards and of violations of fire codes and regulations, or service in the Arson Squad, or cooperation with the Police in fire related matters. as by way of illustration only, arson investigators, or pursuant to N.J.S.A. 40A:14-54, the exercises of Police Officer powers and authority while going to, attending and returning from a fire.

3. The Town shall not require any employee to use hose streams in quelling any riot.

## ARTICLE XXVII

### Miscellaneous

1. Each Fireman shall be allowed two (2) coffee breaks, each of ten (10) minutes duration, one (1) during the morning and one (1) during the afternoon.
2. Each Fireman assigned to the day tour shall, if possible, receive one (1) hour duty free lunch period within the Fire House, subject to emergency calls.
3. No Fireman shall be allowed in the bunk room prior to 9:30 P.M., or after 7:30 AM.
4. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. Except as required by law, during the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
5. Neither the Town nor the FIREFIGHTERS/LOCAL 305 shall discriminate against any employee because of race, creed, color, national origin, or membership or non-membership in the FIREFIGHTERS/LOCAL 305
6. Copies of all general orders, proposed rules and regulations and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the FIREFIGHTERS/LOCAL 305 twenty-four (24) hours after their promulgation, where practicable, and if not practicable, as soon after promulgation as possible.
7. The FIREFIGHTERS/LOCAL 305 shall have the right to the reasonable use of the Fire Department's mail or message routing system without responsibility on the part of the Town for non-delivery or misdelivery.

8. The FIREFIGHTERS/LOCAL 305 shall be notified in writing concerning any formal charge against any employee which could adversely affect the continuation of such employee in his office, position or employment or his salary or fringe benefits, and any disciplinary action taken against him, and thereafter two (2) representatives for the FIREFIGHTERS/LOCAL 305 shall be entitled to be present at any meeting, hearing or interview with the employee concerning such action and, if requested by the employee, to advise and represent him.

9. Any Firefighter requested to file a "to-from" shall have the right to seek representation and counsel. This right must be exercised within the twenty-four (24) hours after the request to file the "to-from".

10. Mutual Aid to other cities shall continue except that, subject to law, the same shall not be used to assist any other city involved in a job action within its Fire Department by assigning employees into such other city on a standby basis in such city.

11. Training and Building Inspection:

Training and Building Inspections in inclement weather shall be in accordance with the following:

Except for outside training intended to train Firemen to deal with situations of inclement weather or extremes in temperature, or similar adverse conditions, outside training will not be scheduled when the outside temperature is 40 degrees or less or 80 degrees or more, unless special situations require it. To the extent practicable, Building Inspections will not be generally required when the outside temperature is 40 degrees or less or 80 degrees or more.

If the adherence to the forgoing results in an inability to schedule necessary training and/or inspections, the contractual temperature requirements may be bypassed by the Chief in order to provide the necessary scheduling of training and

inspections.

12. This agreement may be modified during the term of the Agreement only by mutual agreement between the parties. Any modification agreed upon shall be reduced to writing, signed by authorized representatives of both parties, and shall become an addendum to this agreement after approval by the Town.

13. If employees are to be provided with an identification card or a name plate, the costs involved for making of the initial card or name plate shall be borne by the Town.

14. Whenever practical, every reasonable effort will be made by the Town to provide any employee covered by this Agreement with 30 days' notice of any shift or house change. This provision shall not be in derogation of the Town's rights under Article IVII – Management's Rights and Responsibilities.

15. Parking for Employees

Township and Local 305 agree to meet and discuss a resolution to the problem of available employee parking within 90 days of the ratification of the Memorandum of Agreement by both parties.

16. Job Posting

The Township agrees that the Fire Chief will post all job vacancies for a minimum of 30 days before vacancies are filled.

## ARTICLE XXVIII

### Personnel Files

1. The Town agrees to allow each employee to inspect his personnel files at reasonable times upon written request by the employee. Employment references may be excluded from such inspection at the discretion of the Director. The employee shall be permitted to copy all documents contained in his personnel file. Personnel file is defined as the file, which is maintained in the Director's office.

2. All written reprimands and commendations inserted in an employee's personnel file will be initialed and dated. Copies thereof shall be furnished to each employee at the time of such insertion.

3. An employee may file a written comment or response concerning any document placed in his file within thirty (30) calendar days after his inspection of the file.

## ARTICLE XXIX

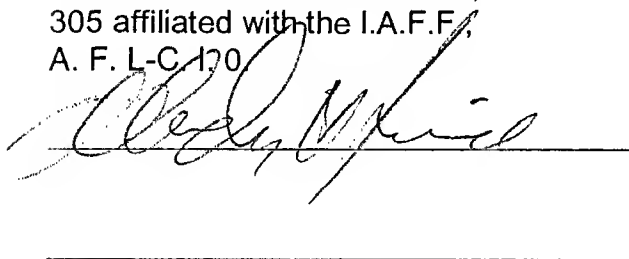
### Terms of Agreement

1. This Agreement shall be effective July 1, 2007 and shall remain in full force and effect until June 30, 2012. Negotiations as to a successor agreement shall commence no later than March 15, 2012.

2. This Agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by certified mail, return receipt requested, in which event the Agreement shall terminate ten (10) days following receipt of such notice.

IN WITNESS WHEREOF, the parties have hereto caused their names to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

IRVINGTON FIREFIGHTERS, Local  
305 affiliated with the I.A.F.F.,  
A. F. L-C 170



TOWNSHIP OF IRVINGTON

